

# GUIDANCE ON CONTENTS OF LOCAL INTERAGENCY AGREEMENTS AND CONTRACTS



**Infant & Toddler  
Connection of Virginia**

August 2003

This document replaces *Guidance to Local Councils: Interagency Agreement Components* (January 1994).

## **Introduction:**

All Federal, State, and local policies and procedures for Part C are implemented through local interagency agreements and/or contracts – these serve as the script for carrying out Part C. This technical assistance document is intended to provide guidance to local interagency coordinating councils regarding required contents of local interagency agreements and contracts.

While local councils have had interagency agreements and contracts in place for many years now, state and local policies and procedures as well as federal and state requirements have changed over time. It is important for local councils to carefully review the contents of their existing agreements and contracts to ensure that all required elements (as detailed in the remainder of this technical assistance document) are included. If you have additional questions or need technical assistance in reviewing or revising local agreements or contracts, please feel free to contact your Part C technical assistance consultant.

## **Basis for Development of Local Interagency Agreements and Contracts:**

Virginia's Part C Policies and Procedures (General Application Requirements), state that:

- Interagency agreements among the local participating public and private agencies or providers are required for those agencies that do not receive Part C funds, but that do have responsibility in the Part C system, to ensure that Part C activities are carried out in accordance with Part C regulations and policies and procedures.
- If Part C funds are disbursed by the local fiscal agent to other agencies/providers, then contracts must be used to ensure that fiscal accountability is maintained by all agencies/providers receiving and expending Part C funds and to ensure compliance by those agencies/providers with all Part C regulations and policies and procedures.

The *Code of Virginia* states the following with regard to interagency agreements:

- The duties of local interagency coordinating councils include (1) facilitating the development of interagency agreements and supporting the development of service coalitions, and (2) developing local procedures and determining mechanisms for implementing policies and procedures in accordance with state and federal statutes and regulations. [§ 2.2-5305]
- Local public agencies represented on local interagency coordinating councils are responsible for developing and implementing interagency agreements. [§ 2.2-5306]

The local Contract for Continuing Participation in Part C further specifies that:

- The local Fiscal Agent shall include a requirement for compliance with all Virginia Part C Policies and Procedures in all of its contracts with Part C service providers.
- The Fiscal Agent shall comply with the Virginia Public Procurement Act when contracting for services or other Part C functions.
- The LICC will facilitate the development, review and revision of local interagency agreement(s) and contract(s), as necessary, to ensure that all local public and private participating agencies/providers comply with Part C requirements when providing Part C services.
- The LICC will facilitate development and implementation of local interagency agreements(s) and contract(s) with additional local public and private agencies/providers, as necessary, in order to fill gaps in services and ensure access to all potential payors in accordance with the payor of last resort provision of Part C of the Individuals with Disabilities Education Act.
- The LICC will review interagency agreements and contracts annually and revise as necessary and make available for review by DMHMRSAS as part of the Monitoring and Improvement Measurement System (MIMS).

## Components of an Interagency Agreement

The local interagency agreement must include the responsibilities of at least the four public agencies required by the *Code of Virginia* to participate on the local interagency coordinating council (i.e. community services boards, departments of health, departments of social services and local school divisions). In addition, any other local agencies or providers who have responsibilities in the Part C system, but do not receive Part C funds, must be included as parties to the local interagency agreement. Localities may choose to include in the interagency agreement agencies and providers who receive Part C funds through local contracts in order to reflect the full interagency scope of the local Part C system within one document (e.g. by having the providers who are also under contract sign the interagency agreement in support of the local philosophy and shared responsibilities, such as child find and public awareness, and then attaching the actual contracts to reflect the providers' specific responsibilities related to provision of services).

In general, effective interagency agreements consist of the components described below. This list of components is intended to provide an outline of what to include in an interagency agreement and some headings/sections commonly used within such agreements. However, it is not required that local interagency agreements contain each component listed below as a separate section; nor is there a requirement to use the section names provided below.

The discussion of each recommended component will also detail how and where within the agreement localities can include specific statements and elements required by state and local

policies and procedures and the Local Contract for Continuing Participation in Part C. Required elements are presented in text boxes and are listed on the *Local Interagency Agreement and Contract Checklist* provided in Attachment 1.

**General Reminders:** Statements within an interagency agreement must be specific in terms of including the “who,” “what,” and “under what circumstances” within each component. Agreements with very specific commitments from agencies/providers (e.g. number and type of staff involved, number of service hours to be provided, and/or number of children to be served) are stronger than those with less specific commitments. It is best to eliminate the “may,” “can,” and “should” statements in favor of stronger statements about what each service provider will do. Avoid using “as needed” or “as appropriate” and substitute a more specific description of under what circumstances. Responsibilities delineated within the agreement should be position specific, not person specific.

### Purpose

The purpose explains the reason for the interagency agreement. This section may include the following:

- *Philosophy* - describe the vision and values that drive the local Part C early intervention system.
- *Goals/Objectives* - delineate more specifically what is to be accomplished through the interagency agreement.
- *Definition of Target Population* - define the eligible population to which the agreement applies.

This component must include at least a general statement about the family-centered philosophy of the local Part C system, such as “This agreement represents the commitment of the participating agencies to work together and with families of eligible children to implement an interagency, community-based, family-centered system of early intervention for infants and toddlers (ages birth to three) with disabilities and their families.”

### Basis/Authority

This section describes the legal authority under which the agreement is being developed and would include mention of Part C of the Individuals with Disabilities Education Act (IDEA), the *Code of Virginia* §§2.2-5300 through 2.2-5308, and the Infant & Toddler Connection of Virginia Local Contract for Continuing Participation in Part C.

### Definition of Terms

Defining terms may be important in order to ensure shared meaning and understanding of terms by all parties to the agreement. Any acronyms that will be used in the agreement should be defined as well.

### Administrative Management Structure/Decision-Making Process

This is a description of the administrative structure that oversees the implementation of Part C at the local level (e.g. may refer to the Local Interagency Coordinating Council, Core Group, etc.)

### Focus of Agreement (Services/Systems Components)

This section is the meat of the agreement and addresses each agency's/provider's responsibilities in relation to the following:

- Compliance with all federal, state and local Part C policies, procedures and regulations;
- Representation on or otherwise interacting with or working with the local interagency coordinating council;  
NOTE: For local public agencies, there must be a statement that the agency will designate a representative with authority to make funding and policy decisions to serve on the local interagency coordinating council. In addition, there must be a statement that the local public agency will comply with the *Code of Virginia* and carry out the responsibilities specified in § 2.2-5306.
- Implementation of local public awareness plans;
- Implementation of local child find plans, including a statement that the agency/provider will immediately refer children and families to the local central point of entry for the Part C system if the agency/provider is not designated as one of the places that families or primary referral sources can make initial contact with the local early intervention system;
- Participation in transition training, planning and support;
- Provision of Part C direct services including assistive technology devices and services; audiology; evaluation and assessment (including medical services for diagnostic and evaluation purposes); family training, counseling, and home visits; health services; nursing services; nutrition services; occupational therapy; physical therapy; psychological services; service coordination; social work services; special instruction; speech-language pathology; transportation; and vision services;
- Use of family-centered practices in all aspects of interaction with and service provision to children and families; and
- Provision of all Part C direct services in accordance with natural environments requirements.

### Fiscal Responsibility

It is essential that the interagency agreement specifically address the fiscal responsibility of each participating agency/provider. Even though agencies/providers who are party to an interagency agreement generally are not receiving Part C funds, they must still follow all Part C fiscal policies and procedures in providing any Part C services and/or systems components. In particular, the following aspects of fiscal responsibility must be addressed:

- Payment for Part C systems components, which include public awareness, child find, data collection and transition;
- Payment for Part C direct services;
- Provision of services in accordance with Virginia's Part C ability to pay policies and procedures (including family fees, use of insurance and Medicaid, and provision of certain services at no cost to families as required by federal Part C regulations); and
- Meeting Part C fiscal assurances, as listed in the Local Contract for Continuing Participation in Part C.

### Required Forms and Documents

This section specifies particular forms or documents that must be used by agencies/providers in the local Part C system.

The interagency agreement must require that each agency/provider use the most recent version of state forms and documents, including the following:

- Individualized Family Service Plan (IFSP) form,
- *Notice and Consent for Screening,*
- *Declining Early Intervention Services,*
- *Confirmation of Individualized Family Service Plan (IFSP) Schedule,*
- *Confirmation of Evaluation/Assessment & Individualized Family Service Plan (IFSP) Meeting,*
- *Parental Prior Notice,*
- *Confirmation of Initial Evaluation and Assessment Schedule* (optional),
- *Notice and Consent for Initial Evaluation and Assessment,*
- Part C Financial Agreement Form,
- Facts About Family Fees,
- Notice of Child and Family Safeguards in the Infant and Toddler Connection of Virginia Part C Early Intervention System, and
- Strengthening Partnerships: A Guide to Family Safeguards in the Infant and Toddler Connection of Virginia Part C Early Intervention System.

The Local Contract for Continuing Participation in Part C specifies that, with the exception of the procedural safeguards forms, localities may utilize electronic capabilities to produce

substantially equivalent forms in content, sequence, format, and appearance in accordance with state guidance. Any electronically produced form must be readily available in hard copy.

If the locality has chosen to use equivalent forms, then the use of these equivalent forms must be in accordance with the above and must be specified in the local interagency agreement(s).

### Confidentiality, Records, and Other Procedural Safeguards

This section addresses responsibilities related to implementing Part C procedural safeguards.

Each interagency agreement must include a statement that agencies/providers will follow all Part C procedural safeguards, including those related to confidentiality. The agency's/provider's responsibilities related to Part C early intervention records must also be addressed in the interagency agreement and must include the requirement to release progress notes to be included in the child's early intervention record.

### Personnel

This component will address the Part C requirement related to highest standards for personnel who provide Part C services.

The interagency agreement must include a statement that participating agencies/providers will utilize hiring practices for employing Part C personnel who meet a highest standard as specified in Component IX of Virginia's Part C Policies and Procedures.

### Data Collection

This section of the agreement will delineate local responsibilities for collection and reporting of required and requested Part C data.

The interagency agreement must detail each agency's/provider's responsibilities related to Part C data collection, including the following:

- Web-based individual child data,
- Service utilization and finance data,
- Personnel data,
- Data required for the Monitoring and Improvement Measurement System (MIMS),
- Family Survey data, and
- Other data, to the greatest extent practicable, as requested by the State to meet legislative or other requirements.



### Monitoring and Improvement Measurement System (MIMS)

The responsibilities of each participating agency/provider in relation to the statewide MIMS monitoring system (including implementation of the family survey, indicator analysis, and local plans of improvement) must be addressed in the agreement.

The interagency agreement must include a description of the agency's/provider's roles and responsibilities within the MIMS process (including implementation of the family survey, indicator analysis, and local plans of improvement).

### Dispute Resolution Process

This section specifies the mechanism in place for resolution of local disputes regarding implementation of the interagency agreement.

The agreement must include either a statement about following local policies and procedures regarding interagency dispute resolution or, better yet, an actual description of the local dispute resolution process.

### Monitoring and Evaluation of the Agreement

This component of the agreement will include the following:

- *Who is responsible for monitoring the implementation of the interagency agreement.* Generally, this responsibility is shared among the agencies/providers who are party to the agreement.
- *When and by whom the interagency agreement will be reviewed/evaluated.*
- *How changes will be negotiated in order to revise the interagency agreement when needed.*

In accordance with the Local Contract for Continuing Participation in Part C, the agreement must specify that the interagency agreements be reviewed at least annually and revised as needed.

Monitoring and evaluation of the local interagency agreement(s) will include monitoring for compliance with provisions of the agreement (and therefore with Part C policies, procedures, and regulations). The Local Contract for Continuing Participation in Part C identifies a process for addressing issues of non-compliance and requires that such issues be resolved at the local level, when possible.

The interagency agreement must include a requirement that the agency/provider report to the LICC any non-compliance with issues related to Part C. The agreement should specify the procedures that will be used at the local level to attempt resolution prior to submitting a notice of substantial recurring non-compliance to DMHMRSAS.



### Duration

This section will provide the term for which the agreement is in effect.

The beginning and ending month, day and year of the agreement must be specified.

### Signatures/Dates

The agreement must include a place for signatures from individuals with authority in each of the agencies/providers who are parties to the agreement. The date the agreement is signed by each individual must also be included.

The signature page must also include the name and/or position of each agency's/provider's designated representative with fiscal and policy making authority who is responsible for implementing and monitoring the agreement and negotiating change. For example, the following language would meet the requirement: "By signature, I acknowledge that the agency I represent is in agreement with the above interagency agreement as set forth in this document. The following person (name, position, phone number) is our agency's contact person for issues regarding this agreement and has lead responsibility from our agency for implementing this agreement."

## Components of Contracts

Contracts must be in place with all agencies/providers receiving and expending Part C funds to ensure fiscal accountability and compliance by those agencies/providers with all Part C regulations and policies and procedures.

The required elements that must be addressed in local interagency agreements (those presented in text boxes in the previous section) must also be contained in local contracts for Part C.

While the kinds of information contained in each document may be similar, the format of a contract is different from that of an interagency agreement. Contracts often include sections such as Definitions, General Conditions, Scope of Work, Deliverables, Period of Contract, Compensation and Payment, Modification of Contract, Renewal of Contract, and Submission Statement. Contracts tend to use more technical language (“legalese”) than interagency agreements do. The local fiscal agent will use the contract format generally used by their agency to develop local Part C contracts.

## Issues to Consider When Reviewing and Revising Interagency Agreements and Contracts

The Local Contract for Continuing Participation in Part C requires that interagency agreements and contracts be reviewed at least annually and revised as needed. The goal is to ensure that local interagency agreements and contracts address current and emerging issues that require a collaborative approach. Such issues may include the following broad categories: (1) complying with changing federal, state, or local regulations, policies or procedures or (2) addressing areas identified through the MIMS self-assessment process and other monitoring activities as in need of improvement. Some specific questions to ask during the annual review include, but are not limited to, the following:

- Does the interagency agreement/contract meet current federal and state requirements, including those specified in the Local Contract for Continuing Participation in Part C? The checklist provided in Attachment 1 is designed to assist localities in answering this question.
- Does the interagency agreement/contract meet current local needs?
- Does the interagency agreement/contract reflect actual practice? For example, do agencies/providers actually provide the services listed in the interagency agreement/contract and implement other components as written?
- Is there a clear relationship between the local Part C budget and the interagency agreement/contract (as individual documents and as a group of documents)?

## Frequently Asked Questions

1. What is the difference between an interagency agreement and a contract?

The major difference between an interagency agreement and a contract is related to money. If Part C funds are disbursed by the local fiscal agent to other agencies/providers, then contracts must be used. For those agencies that do not receive Part C funds, but that do have responsibility in the Part C system, interagency agreements among the local participating public and private agencies or providers are used.

The required elements that must be addressed in local interagency agreements (those presented in text boxes within this document) must also be contained in local contracts for Part C.

2. Is an interagency agreement really a legally-binding document?

Yes ... an interagency agreement is as legally-binding as any other signed document.

3. What if an agency/provider is not abiding by the contract or agreement they have signed?

As described in previous sections of this document, each interagency agreement and contract must include information about how compliance will be monitored. In addition, the Local Contract for Continuing Participation in Part C states that the local fiscal agent will monitor all of its contracts with Part C service providers for compliance with Virginia Part C Policies and Procedures and will notify the LICC if non-compliance is found.

The Local Contract for Continuing Participation in Part C also outlines the process for addressing issues of substantial, recurring non-compliance. That process specifies that localities first attempt to resolve issues of non-compliance locally and then refer those issues that cannot be resolved locally (those issues are then defined as substantial, recurring non-compliance issues) to DMHMRSAS. Substantial, recurring non-compliance issues include, but are not limited to, the following situations:

- Non-compliance with payor of last resort and local maintenance of effort provisions of Part C of the Individuals with Disabilities Education Act or paying for non-Part C activities or services for non-Part C children;
- Significant barrier in providing early intervention services, including delaying or preventing children from receiving services in accordance with requirements;
- Lack of required public agency participation on the LICC;
- Inability to provide required services as a result of provider limitations;
- Reporting delays by the Part C participating agencies or providers regarding required data or requested or required information that impacts the LICC's ability to report in a timely fashion to DMHMRSAS;
- Failure to obtain required data from local participating agencies or providers;
- Content or implementation of local interagency agreements not in compliance with Part C requirements;
- Personnel not being hired in accordance with Part C requirements; and

- Lack of participation and compliance with the MIMS process and requirements including implementing the family survey, indicator analysis and required information and local plan of improvement.

When a report of substantial, recurring non-compliance is received at the state level, DMHMRSAS will respond to the locality within 15 days to identify the status or next steps (including the need for additional information or scheduling a site visit to address the concerns).

4. All therapy services for infants and toddlers in our locality are provided by private providers. How do we hold them accountable for meeting the Part C requirements including participation in IFSP meetings, continuing education, etc.?

In accordance with the Scope of Work of the Local Contract for Continuing Participation in Part C (State Fiscal Year 2004), the Fiscal Agent must include a requirement for compliance with all Virginia Part C Policies and Procedures in all of its contracts with Part C service providers. The Fiscal Agent is also responsible for monitoring all contracts with Part C service providers for compliance with Virginia Part C Policies and Procedures and notifying the LICC if non-compliance is found. The contract with the service provider is the mechanism by which localities specify the specific expectations for a provider's participation in IFSP meetings, other team meetings, training, data collection, etc.

## ATTACHMENT 1

### Interagency Agreement/Contract Checklist

This checklist may be used by localities to ensure that their local interagency agreements/contracts for Part C include at least all *required* components. *Required* components are shaded in the table below; optional components, which may enhance the effectiveness of local agreements and contracts, are listed in regular type. The last column of the table is provided to assist localities in their annual review of local interagency agreements/contracts and in completing the self-assessment for the Monitoring and Improvement Measurement System (MIMS) process.

Component/Definition	What Needs to be Included in the Interagency Agreement/Contract?	Present?	Where is the Information?	Recommendations to Enhance the Interagency Agreement/Contract
<b>Purpose of Agreement</b>  The purpose explains the reason for the IA	1. Philosophy (vision and values that drive the communities' EI system)			
	2. Goals and Objectives (delineates more specifically what is to be accomplished by this document)			
	3. Definition of Target Population (define eligible population to which the agreement applies)			
	4. General statement about the family-centered philosophy of the local Part C system			
<b>Basis for development of agreement (authority)</b>  The legal authority under which the agreement is developed	1. Part C of the Individuals with Disabilities Education Act (IDEA)			
	2. <i>Code of Virginia</i> §§ 2.2-5300 through 2.2 5308			
	3. Infant & Toddler Connection of Virginia Local Contract for Continuing Participation in Part C.			
<b>Definition of terms</b>	Defining terms may be important within the agreement in			

Component/Definition	What Needs to be Included in the Interagency Agreement/Contract?	Present?	Where is the Information?	Recommendations to Enhance the Interagency Agreement/Contract
	order to ensure shared meaning and understanding of terms used			
<b>Administrative Management Structure/Decision-Making Process</b>  Description of the administrative structure which oversees the implementation of Part C locally	<ul style="list-style-type: none"> <li>• References to LICC</li> <li>• Core Group Structure/Function</li> </ul>			
<b>Focus of Agreement (Services and Systems Components)</b>  This section addresses each agency's/provider's responsibilities	1. Compliance with all federal, state and local Part C policies and procedures and regulations			
	2. Representation on or otherwise interacting with or working with the LICC			
	3. Implementation of a local Public Awareness Plan			
	4. Implementation of local Child Find plan including a statement that the agency/provider will immediately refer children and families to the local central point of entry for the Part C system if the agency/provider is not designated as one of the places that families or primary referral sources can make initial contact with the local early intervention system;			
	5. Participation in transition training, planning and support			
	6. Provision of Part C direct services			

Component/Definition	What Needs to be Included in the Interagency Agreement/Contract?	Present?	Where is the Information?	Recommendations to Enhance the Interagency Agreement/Contract
	7. Use of family-centered practices in all aspects of interaction with and service provision to children and families			
	8. Provision of All Part C direct services in accordance with Natural Environments requirements			
<b>Fiscal Responsibility</b>  Addresses the fiscal responsibility of each participating agency/provider	1. Payment for Part C systems components			
	2. Payment for Part C direct services			
	3. Provision of services in accordance with Virginia's Part C ability to pay policies and Procedures			
	4. Meeting Part C fiscal assurances			
<b>Confidentiality/Records/Other</b>  Addresses responsibilities related to implementing Part C procedural safeguards	1. Follow all Part C procedural safeguards, including those related to confidentiality			
	2. Provider responsibility related to Part C early intervention records (must include requirement to release progress notes to be included in early intervention record)			
<b>Required Forms and Documents</b>  Specifies forms and documents that must be used by agencies/providers within the local Part C system	1. Individualized Family Service Plan (IFSP) form			
	2. <i>Notice and Consent for Screening,</i>			
	3. <i>Declining Early Intervention Services,</i>			
	4. <i>Confirmation of Individualized Family Service Plan (IFSP) Schedule,</i>			
	5. <i>Confirmation of Evaluation/Assessment &amp; Individualized Family Service Plan (IFSP) Meeting,</i>			
	6. <i>Parental Prior Notice,</i>			



Component/Definition	What Needs to be Included in the Interagency Agreement/Contract?	Present?	Where is the Information?	Recommendations to Enhance the Interagency Agreement/Contract
	7. <i>Confirmation of Initial Evaluation and Assessment Schedule (optional),</i>			
	8. <i>Notice and Consent for Initial Evaluation and Assessment,</i>			
	9. Part C Financial Agreement Form,			
	10. <u>Facts About Family Fees</u>			
	11. <u>Notice of Child and Family Safeguards in the Infant and Toddler Connection of Virginia Part C Early Intervention System,</u>			
	12. <u>Strengthening Partnerships: A Guide to Family Safeguards in the Infant and Toddler Connection of Virginia Part C Early Intervention System.</u>			
<b>Personnel</b>  Addresses the Part C requirement related to highest standards for personnel who provide Part C services.	Utilization of hiring practices for employing Part C personnel who meet a highest standard as specified in Component IX of Virginia's Part C Policies and Procedures			
<b>Data Collection</b>  Delineate/detail each agency's/provider's responsibilities for collection and reporting of required and requested Part C data	1. Web-based individual child data			
	2. Service utilization and finance data			
	3. Personnel data			
	4. Family Survey data			
	5. Data required for Monitoring and Improvement Measurement System (MIMS)			
	6. Other data, to the greatest extent practicable, as requested by the State to meet legislative or other requirements			
<b>Monitoring and</b>	Description of agency/provider roles and responsibilities			

Component/Definition	What Needs to be Included in the Interagency Agreement/Contract?	Present?	Where is the Information?	Recommendations to Enhance the Interagency Agreement/Contract
<b>Improvement Measurement System (MIMS)</b>  The responsibility of each participating agency/provider in relation to the statewide MIMS monitoring system	within the MIMS process, including implementation of Family Survey, indicator analysis, and local plans of improvements.			
<b>Dispute Resolution Process</b>  Specifies the mechanism in place for resolution of local disputes regarding implementation of the interagency agreement	1. Statement about following local policies and procedures regarding interagency dispute resolution (reference specific location in Policies and Procedures) OR			
	2. Actual description of the local dispute resolution process			
<b>Monitoring and Evaluation of the Agreement</b>	1. Who is responsible for monitoring the implementation of the interagency agreement			
	2. When and by whom the interagency agreement will be reviewed/evaluated			
	3. How changes will be negotiated in order to revise the interagency agreement when needed.			
	4. <b>Specify that Interagency Agreements be reviewed at least annually and revised as needed.</b>			

Component/Definition	What Needs to be Included in the Interagency Agreement/Contract?	Present?	Where is the Information?	Recommendations to Enhance the Interagency Agreement/Contract
	5. Requirement that agency/providers report to the LICC any non-compliance with issues related to Part C including procedures that will be used at the local level to attempt resolution prior to submitting a notice of substantial recurring non-compliance to DMHMRSAS			
<b>Duration</b> Term for which the agreement is in effect.	<b>Beginning and ending month, day and year of agreement must be specified</b>			
<b>Signatures/Dates</b>	1. Statement including the name and/or position of each agency's/provider's designated representative with fiscal and policy making authority who is responsible for implementing and monitoring the agreement and negotiating change			
	2. Place for signatures from individuals with authority in each of the agencies/providers who are parties to the agreement			
	3. Date the agreement is signed by each individual			